

TERMS AND CONDITIONS FOR USE OF THE CODEXMR PLATFORM

The present Terms and Conditions (the “T&Cs”) govern the access to and the use of the CodexMR platform (the “Platform”) provided by CodexMR Ltd, a limited liability company, established and operating pursuant to the Bulgarian legislation, registered at the Commercial Register at the Bulgarian Registry Agency with UIC 208690085 (the “Supplier”), by Users designated and authorized by a Client of the Supplier to access the Platform under a Master Services Agreement and related Agreement/s (together the “MSA”) executed between the Supplier and the Client.

By accessing or using the Platform, each User confirms that the User has read, understood and accepts to be bound by the present T&Cs. Acceptance of these T&Cs by a User shall also be deemed acceptance by the Client on whose behalf the User is acting, in accordance with the MSA. The present T&Cs apply in addition to the MSA and to the applicable Privacy Policy published on the Platform’s website (the “Privacy Policy”). In case of any conflict between these T&Cs and the MSA on matters related to the corporate-level rights and obligations between the Supplier and the Client, the MSA shall prevail.

I. DEFINITIONS

Capitalized terms used but not defined in these T&Cs shall have the meaning given to them in the MSA. For the purposes of these T&Cs, the following additional definitions shall apply:

Account — the personal account created for each User, granting access to the Platform within the scope assigned by the Client.

Client — the legal entity which has entered into the MSA with the Supplier and on whose behalf the User is authorized to use the Platform.

Credentials — the username, password and any other authentication factors used to access the User’s Account.

Platform — the proprietary CodexMR software platform, including all AI-powered features, modules, tools, APIs and any updates, enhancements or new versions thereof, made available by the Supplier to the User.

Project — any work item created, hosted or processed within the Platform on behalf of the Client, including without limitation any questionnaire, survey, programmed link, dataset structure, file or other materials uploaded, generated or stored within the Platform.

Project Materials — all files, content, data, questionnaires, structures, metadata and other materials uploaded by the User to the Platform or generated through the use of the Platform in connection with a Project.

User — any individual employee, agent or contractor of the Client who has been authorized by the Client to access and use the Platform.

User Personal Data — the personal data of the User, processed by the Supplier in the User’s capacity as Platform user (e.g., name, work email, role, access logs).

II. ACCOUNTS AND ACCESS

1. Each User is granted a personal, non-transferable Account for access to the Platform. The scope of access, modules and functionalities available to a User are determined by the Client (or its

administrator) and may be modified by the Client or the Supplier at any time in accordance with these T&Cs and the MSA.

2. The User shall use the Account only for the purposes for which the Platform is intended, in the ordinary course of the Client's business and in a manner consistent with the working models, quotas and any usage parameters set out in the MSA or in the relevant Proposal.
3. The User shall:
 - (i) keep its Credentials strictly confidential and not disclose or share them with any third party, including with other Users;
 - (ii) not allow any other person to use its Account, and not use the Account of any other User;
 - (iii) use commercially reasonable security measures (including up-to-date antivirus software, secure devices and networks, screen-lock protection) when accessing the Platform;
 - (iv) immediately change its password and notify the Supplier without undue delay if the User suspects that its Credentials have been disclosed, lost, stolen or otherwise compromised, or that any unauthorized access to the Account or the Platform has occurred or may occur.
4. The User shall be solely responsible for all activities carried out under its Account and acknowledges that all such activities will be attributed to the Client under the MSA. The User shall ensure that any information it provides to the Supplier in connection with the registration and maintenance of its Account is accurate, complete and up to date.

III. ACCEPTABLE USE

1. The Platform shall be used solely for its intended purpose, i.e. carrying out market research activities and projects of the Client, and in a normal manner and within a normal volume of usage, having regard to the scope and any technical limits, quotas or fair use parameters applicable to the Client under the MSA.
2. The User shall not, and shall not attempt to:
 - (i) copy, reproduce, modify, translate, adapt or create derivative works of the Platform or any part thereof;
 - (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive or extract the source code, architecture, algorithms, models, prompts, training data, system messages or any other underlying technical components of the Platform;
 - (iii) circumvent or attempt to circumvent any access controls, security features, rate limits, usage quotas, technical restrictions or licensing mechanisms of the Platform;
 - (iv) use any robot, scraper, crawler, data-mining tool, automated agent or similar technology to access, monitor or extract data from the Platform;
 - (v) introduce or attempt to introduce into the Platform any virus, worm, trojan, malware, ransomware or other malicious code, or any code or content that may impair, overburden or disrupt the Platform or the experience of other Users;
 - (vi) use the Platform to send unsolicited communications, to harass, threaten, defame or harm any person, or to violate any applicable laws, regulations or third-party rights;
 - (vii) resell, sublicense, rent, lease or otherwise make the Platform (or access to it) available to any third party, or use the Platform for the benefit of any third party other than the Client.

3. Authorization to access the Platform is strictly limited to the modules and Projects assigned to the User. The User shall not attempt to access, view, modify, copy or otherwise interact with any module, Project, Account or data that has not been expressly made available to the User. If the User becomes aware of any such unauthorized access (whether its own or that of another User), or notices content, materials or data which the User reasonably believes should not be accessible to it, the User shall immediately stop accessing the relevant content, refrain from copying, distributing or otherwise using it, and notify the Supplier without undue delay.
4. The User shall ensure that any Project Materials uploaded to the Platform: (i) do not infringe any third-party rights (including intellectual property rights, rights of confidentiality or rights of privacy); (ii) are not unlawful, obscene, defamatory or otherwise objectionable; and (iii) comply with the data protection requirements set out in Section VI below.

IV. PROJECT MATERIALS, INTELLECTUAL PROPERTY AND USE OF DATA

1. As between the Supplier and the Client, the Client retains all rights, title and interest in and to the Project Materials, subject to the rights granted to the Supplier under the MSA and these T&Cs.
2. The Platform and all Intellectual Property Rights therein, including, without limitation, all algorithms, models, AI prompts, software, source code, user interfaces, methodologies, know-how, documentation and any improvements, derivatives or modifications thereof, are and shall remain the exclusive property of the Supplier. No right or license in or to the Platform is granted to the User other than the limited right of use expressly granted herein and in the MSA.
3. The User acknowledges that questionnaires and other Project Materials uploaded to the Platform may contain Confidential Information of the Client or of third parties (such as names of clients, suppliers or partners, concepts for new products, pricing information, or other sensitive content). The Supplier shall treat such information as Confidential Information in accordance with the MSA.

V. AI-GENERATED OUTPUT

1. The User acknowledges that the Platform incorporates artificial intelligence components and that part of the output generated by the Platform (including, without limitation, questionnaire parsing, survey creation, AI-assisted analysis of questionnaires and AI assistant features) is generated by AI models ("AI Output").
2. AI Output is provided on an "as-is" basis. The Supplier does not warrant that AI Output will be accurate, complete, error-free, fit for any particular purpose, or free from biases, hallucinations or unexpected results. The User shall review and verify any AI Output before relying on it or using it for any business, commercial, regulatory or other decision.

VI. PROCESSING OF PERSONAL DATA

1. The processing of the User's personal data by the Supplier in the User's capacity as Platform user is governed by the Privacy Policy, which the User must read and accept prior to the first access to the Platform.
2. The Platform is designed not to require the processing of personal data of survey Respondents through its core functionalities. The User shall use their best efforts not to upload to the Platform any personal data of Respondents or other individuals unless strictly required for the relevant

Project functionality, and only to the extent permitted under applicable data protection laws and the MSA.

3. Where the User uses the Platform's communication features (e.g., chat, file sharing within a Project) to exchange files or messages with other Users, the User shall ensure that any personal data contained therein is lawfully processed and shared, and shall comply with all applicable data protection laws.
4. If the User becomes aware of any actual or suspected personal data breach, security incident or unauthorized access in connection with the Platform, the User shall notify the Supplier without undue delay, and in any event within 24 hours of becoming aware.

VII. SUSPENSION AND TERMINATION OF ACCESS

1. Without prejudice to any other rights or remedies under the MSA, the Supplier may, at any time and at its sole discretion, with or without prior notice, suspend, limit, restrict or terminate the access of any User to the Platform (in whole or in part) if the Supplier has reasonable grounds to believe that:
 - (i) the User has breached or is about to breach any provision of these T&Cs or of the MSA;
 - (ii) the User's Credentials have been compromised or are being used by an unauthorized person;
 - (iii) the use of the Account creates or may create a risk to the security, integrity, availability or stability of the Platform, of the Supplier's systems or of other Users;
 - (iv) the use of the Account may result in the violation of any applicable law, regulation or third-party right;
 - (v) the suspension is required to perform maintenance, updates, security investigations or to investigate a suspected incident;
 - (vi) the Client has requested such suspension or termination.
2. Where reasonably practicable and not prejudicial to the purpose of the measure, the Supplier shall notify the affected User and/or the Client of the suspension and the reason therefor.
3. On termination or expiry of the License of the Client, the Account of the User shall be deactivated. The retention, return and deletion of Project Materials following such termination shall be governed by the MSA.

VIII. CONFIDENTIALITY

1. The User acknowledges that, in the course of using the Platform, the User may have access to Confidential Information of the Supplier, of the Client and/or of third parties. The User shall:
 - (i) use such Confidential Information solely for the purposes of performing the User's tasks for the Client through the Platform;
 - (ii) not disclose such Confidential Information to any third party (including any other employee, contractor or representative of the Client who does not have a legitimate need-to-know);
 - (iii) apply at least the same degree of care to such Confidential Information as the User applies to its own confidential information, and in any event no less than a reasonable degree of care.
2. The User's confidentiality obligations under this Section VIII shall survive the termination of the User's access to the Platform for a period of three (3) years thereafter, except in respect of Confidential Information constituting a trade secret, for which the obligations shall continue for as long as it qualifies as a trade secret under applicable law.

IX. RELATIONSHIP WITH THE MSA; ENFORCEMENT

1. These T&Cs do not create any contractual relationship between the Supplier and the Client other than as a complement to the MSA. The corporate-level commercial, financial, liability, data protection (other than as it concerns the User's personal data) and dispute resolution arrangements between the Supplier and the Client are governed exclusively by the MSA.
2. Any breach of these T&Cs by a User shall constitute a breach by the Client under the MSA, and the Client shall be liable for the acts and omissions of its Users as set out in the MSA.
3. Without prejudice to the foregoing, the Supplier reserves the right to seek any remedy directly against a User who breaches these T&Cs, to the extent permitted under applicable law, including without limitation where the breach is committed for the personal benefit of the User or outside the scope of the User's duties for the Client.

X. CHANGES TO THE T&Cs

1. The Supplier reserves the right to amend these T&Cs from time to time, including to reflect changes to the Platform, to applicable law or to the Supplier's business practices.
2. Material amendments shall be notified to Users and/or the Client by email and/or by an in-Platform notification, and shall enter into force on the date indicated in the notification, which shall not be less than seven (7) calendar days following the notification. Non-material amendments may be made by publishing the updated T&Cs on the Platform's website and within the Platform interface.
3. Continued use of the Platform by the User following the entry into force of any amendment shall constitute acceptance of the amended T&Cs by the User and by the Client.

XI. MISCELLANEOUS

1. These T&Cs are governed by Bulgarian law. Any disputes arising out of or in connection with these T&Cs which cannot be settled amicably shall be brought before the competent Bulgarian courts in Sofia.
2. If any provision of these T&Cs is found to be illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
3. Failure by the Supplier to enforce any provision of these T&Cs shall not constitute a waiver of any right under these T&Cs.
4. Any notice from a User to the Supplier in connection with these T&Cs shall be sent to the contact email address indicated within the Platform. The Supplier may give notices to the User via the email address associated with the User's Account.

These T&Cs were last updated on [26 / May / 2026].